VIRGINIA DEPARTMENT OF HEALTH DIVISION OF CHRONIC DISEASE PREVENTION / NUTRITION CORPORATE - RETAILER CONTRACT AGREEMENT AND APPLICATION

CORPORATION NAME:		TELEPHONE NUMBER	
ADDRESS:		FAX NUMBER	
CITY		CORPORATE CODE	
STATE	ZIP	FEDERAL ID #	
CONTACT PERSON:			

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN 7CFR SECTION 246.12 This contract agreement is between the above named Corporation, herein referred to as "the Corporate Retailer/Retailer" and the Commonwealth of Virginia, Department of Health, of Public Health Nutrition, herein referred to as "the WIC Program or State Agency." Contingent upon individual Retail stores continuously and consistently meeting all WIC Program requirements, this contract agreement will become effective October 1, 1996 and will terminate September 30, 2000.

A. GENERAL REQUIREMENTS AND CONDITIONS -

As a participating WIC Corporate Retailer the following General Requirements and Conditions must be consistently met by all Corporate sponsored stores participating in the Virginia WIC Program.

- 1. Be Food Stamp authorized (except pharmacies) and in good standing.
- 2. Be currently WIC authorized or eligible for authorization as a new applicant or after meeting a WIC disqualification requirement (if applicable).
- 3. Meet all local, state and federal requirements, including sanitation and building code regulations. Maintain the premises in a sanitary condition and insure that mechanically refrigerated areas are maintained at a temperature of 45 degrees Fahrenheit or below. (Mechanical refrigeration is required).
- 4. Be in operation as a business at the time of application or within 15 days of application.
- 5. Be needed to ensure adequate WIC participant access, as determined by the WIC Program.
- 6. Maintain a minimum number of participants served as established by the State Agency, after one year of WIC Program participation. (Does not apply to Pharmacies/Commissaries).
- 7. Maintain the mandatory minimum stocking requirement in the customer shopping area or immediately available on-site.

- 8. Be open for business at least 48 hours per week, six days a week. (Hours of operation must be appropriate for WIC participants' access.)
- 9. Be located in a fixed, permanent location. (The WIC Program will not accept new applications from mobile Retailers nor "change of ownership" requests from existing mobile Retailers.)
- 10. No business-related felony or first degree misdemeanor, including criminal conviction for a program violation by the Corporate Retailer itself, any of its current employees whose duties include handling WIC Program food instruments, or owners, officers, directors or partners.
- 11. Comply with all financial and corrective actions identified from prior WIC authorization.
- 12. Participate in the WIC Program's direct deposit process used for automatic rejected check reimbursements.

B. CORPORATE RETAILER RESPONSIBILITIES/ AGREES TO:

- Sell to WIC participants by food instrument only WIC Program approved foods in authorized brands, quantities and sizes specified on the WIC food instrument.
- 2. Redeem food instruments for only the exact brand (if specified) or food type, size and quantity of the food items written or printed on the food instrument. The Corporate Retailer agrees that any substitution of brand, type, size, or quantity may result in an overcharge, and

- reimbursement may be requested. The Corporate Retailer agrees to sell authorized WIC food at or below the price charged to non-WIC customers.
- 3. Accept food instruments only from authorized Virginia WIC participants or persons registered with local agency as a proxy.
- 4. Stock the minimum amount of WIC eligible food items, at all times, with prices plainly marked on the product or shelf listed or posted in the immediate area where the food items are kept see Minimum Food Stocking Requirement Policy.
- 5. Accept WIC food instruments from participants within the allowed time limit stated on the food instruments (First Date to Spend through Last Date to Spend) and deposit (and re-deposit, if applicable) food instruments for payment within the allowed time limit (60 days from the First Day to Spend). WIC food instruments are not valid for more than 60 days from the First Date to Spend and otherwise cannot be validated or cleared for redemption.
- 6. Neither seek restitution from WIC participants nor contact WIC participants for food instruments not paid by the WIC Program. The Corporate Retailer will not request a refund from WIC participants for food instruments determined by the State Agency to be an overcharge or any other food instruments discrepancies that caused a food instrument not to be paid.
- 7. Not request personal addresses and telephone numbers or require any identification card for the purpose of redeeming WIC food instruments other than the WIC identification (ID) folder. The WIC ID folder is the sole participant identification that shall be used. (The Retailer must refuse to accept food instruments presented without a WIC ID folder).
- 8. Enter the purchased WIC foods price (in ink) on the food instrument prior to its being signed by the WIC participant or proxy.
- 9. Witness the signature on the food instrument and compare the signature against the WIC ID folder to be reasonably sure the signature is the same. In the event the signature does not

- reasonably match, the Corporate Retailer shall not accept the food instrument. The Retailer must obtain and witness the signature after the transaction amount has been entered on the WIC Food Instrument. If the Retailer is presented a presigned WIC Food Instrument, s/he must have the participant re-sign the Food Instrument after the transaction amount has been entered. Failure to obtain the participant's signature after the transaction amount has been entered is a program violation -see Retailer's Sanction Policy.
- 10. Always provide a register receipt to the WIC participant.
- 11. Accept training and instructions on the WIC Program for all store personnel handling WIC transactions. The Corporate Retailer is required to attend mandatory training as noted: all initial evaluations for new WIC authorization, any Corporate Retailer accumulating six (6) or more sanction points, follow up on compliance purchases that do not result in disqualification, and any noncompliance with the Corporate Retailer contract agreement. Types of training may include, but are not limited to the following: monitoring visits; Retailer Training Workshops; and educational buys. Failure to attend mandatory training sessions by store management representatives, after one initial opportunity to reschedule, will result in sanction points being assigned (prior WIC authorization) or revocation of WIC authorization (new retailer applicant).
- 12. Accept responsibility for all actions of employees involved in the handling WIC food instruments and with all instructions and memos issued by the WIC Program.
- 13. Inform and train cashiers or other staff on WIC Program requirements recognizing employees actions are attributable to the Retailer.
- 14. Obtain a translation of all WIC materials if the Retailer and staff are not fluent in English. Provide a translator to assist in on-site monitoring, annual training and Administrative Appeal hearings (see Vendor's Right of Appeal Policy) to ensure that the Retailer and all employees understand WIC Program policies and procedures.
- 15. Offer WIC participants the same courtesies as offered to other customers and not distinguish or identify participants from other customers.

- 16. Permit WIC participants to purchase approved WIC food items without attempting to promote non-WIC purchases.
- 17. Accept cents-off coupons in accordance with store policy from WIC participants for WIC approved foods and to deduct the savings from the total purchase price to be entered in the "Actual \$ Amount of Sale" area on the WIC food instrument.
- 18. Permit state and local agency representatives to conduct unannounced on-site monitoring visits of participating WIC stores to determine compliance with WIC Program requirements. Said visits will include, but are not limited to the following: 1) discussion of identified problems with the Retailer and completion of required documentation for monitoring visits; 2) providing training to managers, cashiers and other personnel; 3) filing updates in the WIC Program Retailer binder; 4) verifying the Retailer carries the mandatory minimum stock of WIC food items; 5) obtaining current shelf prices of WIC foods in stock; 6) reviewing inventory records in regards to WIC food items being purchased and sold at the store; and 7) giving technical assistance to Retailer when needed.
- 19. Provide state and local agency representatives access to food instruments which have been negotiated on the day of a monitoring visit.
- 20. Cooperate with state or local agency staff and/or USDA officials, and appointed investigators to conduct audits, compliance purchases or other investigations.
- 21. Accept and be deemed to have consented to WIC Program compliance buy monitoring conducted in order to verify and document level of program compliance.
- 22. Take necessary remedial action within an established time on any problems noted during an on-site monitoring visit or telephone consultation.
- 23. Comply with federal nondiscrimination requirements, in that persons will not be discriminated against due to race, color, sex, national origin, age or disability.
- 24. Accept no WIC Program food instruments for payment on a credit or charge account. No rain checks or similar accounting mechanisms are to be given or received in exchange for the redemption of WIC food instruments.

- 25. Accept no WIC Program food instruments for more than the \$75.00 stated maximum amount printed on the food instrument.
- 26. Accept a reduced peer group *mean* payment for any food instruments identified as "unreasonable." Food instruments which exceed the acceptable price range, as determined by the State Agency, will be reimbursed only using automatic direct deposit credits.
- 27. Provide the WIC Program, upon request, the following information: 1) monthly or quarterly total dollar volume of business; 2) records of WIC foods purchased for at least one full year, such as invoices or receipts; 3) inventory/shelf price records of WIC approved food items.
- 28. Not collect sales tax on WIC food items.
- 29. Not accept any WIC food instrument in which the dates, participant's name, family number or quantities/sizes of WIC prescribed foods have been altered and/or missing.
- 30. Not alter the quantities or sizes of WIC foods issued on the food instrument. The Retailer will not alter the written or numerical amount originally written on the food instrument, so that it exceeds the estimated cost of the total food items for that food instrument.
- 31. Not accept any WIC food instrument that has been reported to the store as lost/stolen.
- 32. Use the "price correction" procedures outlined in the Cashier Training Guide, if a need exists to correct a food instrument price amount.
- 33. Charge the WIC Program only for approved food items actually sold to WIC participants.
- 34. Not give cash to a WIC participant, or demand cash from the participant, in whole or in part for redeemed WIC food instruments.
- 35. Not knowingly provide cash, credit, unauthorized goods, substitution of other WIC food items or brands of infant formula, services, or other items of value to WIC participants in lieu of or in exchange for prescribed WIC authorized foods, or foods returned to the store purchased with WIC food instruments.
- 36. Not require the WIC participants to purchase everything on the WIC food instrument. The only exception is infant formula which can not be declined and must be purchased in the exact brand, quantity and size written/printed on the WIC food instrument. For formula changes the

WIC participants must be sent back to the local health district for corrective action.

- 37. Pay any refunds requested by the WIC Program for payments already made for charges of more than the estimated purchase of the supplemental foods.
- 38. Submit a refund or adequate justification for any excessive charges to the State Agency within (15) days of receiving written notification.
- 39. Submit a properly completed price survey, as requested by the WIC Program, indicating the shelf prices of each WIC food item identified.
- 40. Pay all WIC Program noncompliance fines (if applicable): see Monetary Penalty Fines Guidelines policy.
- 41. The retail store location must not be closed for more than fifteen (15) consecutive calendar days for any reason.
- 42. Imprint food instruments with an authorized WIC rubber stamp or approved WIC authorization code, prior to depositing the food instrument.
- 43. Maintain secure storage of the WIC rubber stamp and immediately report loss of stamp to the State Agency.
- 44. Display the official WIC window decal in a place conspicuously visible to the general public.
- 45. Be responsible for all bank charges on WIC Program food instruments improperly submitted.
- 46. Store at each cash register a <u>current</u> copy of the 56. Provide at least 15 days written notice to the WIC Virginia WIC approved food list.

 Program when the Corporate Retailer or
- 47. Remain in compliance with the Selection and Authorization criteria throughout the contract period. If an individual Retail store fails to meet those criteria at any time during the agreement period, the Retail store location may be removed from the Virginia WIC Program administratively, after being given fifteen (15) days written notice. If the Corporate Retailer wishes to reapply to the Program, then the Retail store will be evaluated as a new applicant. The Retail store's prior WIC Program participation history must be identified at the time of application.
- 48. Keep on file at the Retailer's store location a copy of the Virginia Retailer binder which includes all contract agreement referenced policies and any updated instructions distributed by the WIC Program.
- 49. Immediately inform the WIC Program if any owner or manager is convicted of a felony; to inform the WIC Program if any person with

- business interest in the store operations is under investigation by the Food Stamp Program.
- 50. Report any known or suspected program abuse by a WIC participant to the WIC Program.
- 51. Indemnify and hold harmless the WIC Program for any losses incurred as a result of disqualification.
- 52. Indemnify and hold harmless the State, its agents and employees from any liabilities resulting from injuries or damages sustained by any person(s) or property by virtue of performance under this contract agreement.
- 53. Give the WIC Program at least fifteen (15) written notice if the Corporate Retailer or an individual retail location desires to terminate their WIC Program authorization.
- 54. Return the authorized WIC Program rubber stamp to the State Agency upon termination of this contract agreement for any reason including but not limited to: disqualification from the WIC Program, change of ownership, or any other circumstances affecting the Retailer's WIC Program participation.
- 55. Ensure that no conflict of interests exists between the Corporate Retailer, individual retail store location and the WIC Program (local and state personnel).
- Provide at least 15 days written notice to the WIC Program when the Corporate Retailer or individual retail location ceases operation, changes ownership, changes the number of operational cash registers, or of any other circumstances impacting services. This agreement is null and void upon change of ownership. A "change or modification of ownership" requires a new contract agreement must be completed and approved by the WIC Program see Change of Ownership Policy. No portion of this agreement may be assigned, subcontracted or transferred.

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C. WIC PROGRAM'S RESPONSIBILITIES (STATE AGENCY):

- 1. Assure prompt direct deposit to retailer's account for all properly executed WIC Food Instruments.
- 2. Approve and maintain all accepted WIC Corporate Retailer Contract Agreements and attachments.
- 3. Select and authorize an adequate number of participating Retailers to ensure participant access and effective Program management.
- 4. Establish minimum performance thresholds participating Retailers must meet to continue WIC Program participation.
- 5. Provide the Corporate Retailer and Retail store locations with Program updates, WIC approved food lists, Virginia WIC Program Retailer binder, copies of contract referenced WIC Program Retailer policies and guidelines, supplies, authorized rubber stamps and other educational materials.
- 6. Ensure training and/or training materials are provided to all approved Retailers.
- 7. Monitor the Retailer's performance under this contract agreement to ensure Program compliance.
- 8. Establish policies and procedures affecting Retailer's WIC participation.
- 9. Provide assistance by telephone, follow up by written documentation or in person regarding problems a Retailer may have with handling WIC transactions or meeting program requirements.
- 10. Receive and follow up on complaints concerning a participant's or the Retailer's participation.
- 11. Require participating Corporate Retailer to submit periodic price surveys for competitive pricing analysis.
- 12. Reconsider for payment all WIC food instruments not paid or partially paid (see Reimbursement of Returned WIC Retailer Checks Policy) provided the food instruments are submitted to the State Agency within 60 days of the First Date to Spend.
- 13. Determine an acceptable reimbursement amount for all redeemed food instruments.

- 14. Reserve the right to deny payment to the Corporate Retailer for improperly redeemed food instruments.
- 15. Reserve the right to demand refunds from a Retailer for charges of more than the actual price for supplemental foods or improperly redeemed food instruments. The State Agency may offset future payments for the amount owed, if the retailer fails to pay any overpayments due.
- 16. Conduct compliance purchases in order to verify and document WIC Program abuse committed by authorized Retailers. A WIC Program Retailer may be selected to be investigated at random, based on specific onsite monitoring, results, complaints, prior compliance results, redemption analysis findings and/or other risk indicators established by the State Agency.
- 17. Impose sanctions as set forth in the Retailer's Sanction Policy.
- 18. Impose and collect monetary penalty fines against Retailers found to be non-compliant with program requirements.
- 19. Not sign a Corporate Retailer contract agreement with any Retail store location who has an outstanding WIC monetary claim.
- 20. Automatically disqualify an individual Retail store location who has been assessed a Food Stamp civil money penalty, disqualification or any other sanctions.
- 21. Disqualify an individual Retail store location for reasons of Program abuse as outlined in the Retailer's Sanction Policy.
- 22. Provide the Retail store with at least fifteen (15) days written notice regarding any adverse action and an opportunity to appeal and/or correct the adverse action within fifteen (15) days of notification.
- 23. The State Agency will consider whether a WIC disqualification will create an undue hardship for WIC participants. If an undue hardship exists, as determined by the State Agency, a monetary penalty fine may be levied on a case-by-case basis, in lieu of disqualification.
- 24. Ensure that no conflict of interests exists between any local agency, retail store location and Corporate Retailer within the local agency's jurisdiction.

D. SPECIAL TERMS AND CONDITIONS:

- 1. The Corporate Retailer agrees that this master Contract Agreement and Application identifies the terms and conditions that apply to all currently participating Virginia retail stores owned by said Corporation.
- 2. The Corporate Retailer understands this contract agreement applies to all retail stores currently WIC authorized under the 1994-96 contract. For any new acquisitions or new authorization requests, a Standard Retailer Contract Agreement and Application form must be submitted and approved by the State Agency.
- 3. The Corporate Retailer is responsible for communicating to its affected retail stores all terms and conditions associated with this contract agreement.
- 4. The Corporate Retailer is responsible to ensure that all its affected retail stores has on-site copies of all contract referenced WIC policies and procedures. These policies and procedures should be stored in their WIC Program Vendor Manual.
- 5. The Corporate Retailer understands their retail stores will not participate in mandatory training as part of this contract agreement, but will be required to attend such training in 1997, if selected for WIC authorization.
- 6. The Corporate Retailer understands noncompliance with any of the requirements outlined in this contract agreement may result in an individual store's disqualification from the WIC Program not to exceed three (3) years. Anv Retailer who commits fraud or abuse of the WIC Program is liable to prosecution under applicable federal, state or local laws. A Retailer who has willfully misapplied, stolen or fraudulently obtained program funds shall be subject to a monetary fine of not more than \$10,000 or imprisonment for not more than five years or both.
- 7. The Corporate Retailer understands that failure to meet any/all WIC Program requirements identified in this contract agreement can lead to sanction points being assigned to individual retail stores. The sanction point value varies, depending on the severity of the program violation.
- 8. The Corporate Retailer understands that the Virginia WIC Program uses a multi-tier point system, ranging from Class A D violations. The WIC Program will take administrative action,

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including disqualification, based on the level of program noncompliance as follows:

Class	Administrative
	Action
A	Warning Letter
В	1 Year
	Disqualification
C	2 Year
	Disqualification
D	3 Year
	Disqualification

- 9. Neither the State Agency nor the WIC Corporate Retailer has an obligation to renew this Corporate Retailer contract agreement. The State Agency or the Corporate Retailer may terminate the agreement for cause after providing at least fifteen (15) days advance notice. Expiration of a contract agreement with a Corporate Retailer is not subject to appeal.
- 10. At the end of the contract agreement, some of the Corporate Retailer's stores may be requested to apply for Reauthorization of the WIC Program contract agreement. And, if the Corporate Retailer wishes these stores to be reauthorized s/he must do so within the designated time frame established by the State Agency. Reauthorization of the contract agreement will be based upon using the Retailer's Selection and Authorization criteria and process as set forth in the Retailer's Selection and Authorization Policy. Neither the State Agency nor the Corporate Retailer has an obligation to reauthorize an individual Retail store's WIC Program authorization.
- 11. The Corporate Retailer understands that s/he has a right of appeal from State Agency administrative actions as set forth in the Vendor's (Retailer's) Right of Appeal Policy.
- 12. The Corporate Retailer understands that an optional Vendor Conference can be arranged to resolve Program misunderstandings and to define or consolidate issues to be addressed during an Administrative Appeal hearing.
- 13. The Corporate Retailer agrees to accept and comply with all contract referenced WIC Program policies and guidelines.
- 14. This contract agreement shall be amended automatically upon notice from the State Agency,

- should federal or state laws or regulations require amendments. Any revisions, amendments or modifications to this contract shall be in writing and sent certified mail to participating retailers.
- 15. The Corporate Retailer understands that FCS (Food and Consumer Service) shall withdraw the Food Stamp Program authorization of any firm or Corporate Retailer which is disqualified from the WIC Program based in whole or in part on any act which constitutes a violation of that program's regulations and which is shown to constitute a misdemeanor or felony violation of law, or for any of the following specific program violations:
- a) Claiming reimbursement for the sale of an amount of a specific food item which exceeds the store's

- documented inventory of that food item for a specific time period.
- b) Exchanging cash or credit for WIC Program food instruments.
- Receiving transactions and/or redeeming WIC Program food instruments outside of authorized channels.
- d) Accepting WIC food instruments from unauthorized persons.
- e) Exchanging non-food items for WIC food instruments.
- f) Charging of WIC participants more for food than non-WIC customers or WIC participants more than current shelf prices.
- g) Charging for food items not received by the WIC participants or for foods provided in excess of those listed on the food instrument.

Virginia WIC Program Referenced Policies and Materials:

- Cashier Training Guide
- Change of Ownership Policy
- Minimum Food Stocking Requirement Policy
- Monetary Penalty Guidelines-Disqualification
- Monetary Penalty Guideline -In Lieu of Disqualification
- Reimbursement of Returned WIC Retailer Checks
- Retailer's Selection and Authorization Policy
- Retailer's Sanction Policy
- Vendor's (Retailer's) Right of Appeal Policy
- Vendor (Retailer) Conference Policy

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E. STATEMENT OF CORPORATE RETAILER

The named firm/individual listed on page 1 of this contract agreement is applying to the Virginia WIC Program for authorization to participate as a Corporate Retailer. The firm/individual has read and understands the regulations for Retailers included in this document, consisting of 7 pages. *If the firm/individual has any questions about the requirements outlined in this contract agreement, the WIC Program recommends that you seek legal counsel before signing*.

The firm/individual understands that failure to adhere to the Program requirements will result in disqualification as an authorized Retailer. The firm/individual has the right to appeal a State Agency decision within fifteen (15) days of notification pertaining to denial of application, disqualification or any other adverse action which affects participation during the contract performance period. The undersigned represents that he/she is an authorized representative of the Corporate Retailer and has legal authority to obligate the Retailer. The firm/individual asserts that all statements in this contract agreement and application package and attachments are true and correct and understands that supplying any false information will result in the withdrawal of approval to participate in the WIC Program.

Print Name:	Title:	
Signature:	Date:	
F. NOTARIZATION		
Sworn to and subscribed before me this the day of	,	19
Notary signature or other person qualified by law to administer	oath	
Commission Expiration Date or Title		
Jurisdiction (City/County)		

The undersigned represents the State Agency and has the authority to contract for and on behalf of the Agency.

Return signed and notarized Contract Agreement to: Virginia Department of Health, Division of Chronic Disease Prevention / Nutrition, WIC Program - Vendor Account Services, PO Box 2448, Suite 132, Richmond, VA 23218

This is an Equal Opportunity Program. If you believe you have been discriminated against because of race, color, national origin, age, sex or disability, write immediately to the Secretary of Agriculture, Washington, DC 20250

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$\begin{tabular}{ll} Virginia Department of Health \\ OF Public Health Nutrition - WIC Program \\ Corporate - Retailer Contract Agreement and Application \\ Attachment^I \end{tabular}$

Corporate	
Name:	Corporate Code: Attachment # _
A. BACKGROUND - STORE SPECIFIC I	INFORMATION
Authorized VA WIC Stamp Number:	Food Stamp (FS) Authorization Number
Retail Store Name	FS Authorization Date
Store Address	County
City, State	Zip Code
Store Telephone Number	FAX Number
Store Contact Person	Contact Person's Title
Price Survey Number	Number of Cash Registers
B. ADDITIONAL INFORMATION - HIS	TORY
Check the appropriate box (for any yes res status and dates).	ponse(s), attach a separate page explaining current
QUESTION:	YES
1) Has manager ever been convicted of a f	Telony in the past three years?
	ever been charged, sanctioned or sentenced ey penalty fine, etc.) for violations of the Food
3) Has manager or relative of the business (disqualification, civil money penalty fi Program?	ever been charged or sanctioned, ne, etc.) for violations of the Virginia WIC
4) Has manager been cited and/or fined fo the past three years?	r any federal, state or local health code violations in
C. RETAIL STORE HOURS OF OPERA	TION:

Day	Hour	S	Day	Hours
Monday	AM	PM	Friday	AM
Tuesday	AM	PM	Saturday	AM
Wednesday	AM	PM	Sunday	AM
Thursday	AM	PM		

Total Hours Retail Store Open: _____ per week.

¹ This attachment can be duplicated. It should only be used for Corporate sponsored WIC authorized retail stores.

Date:	
WIC Program Use Only	
Authorized State Agency Signature: Corporate Code (if applicable):	Effective Date: Program Representative:
WIC Stamp Number:	LHD Code:
ACH Form Minimum Stocking	AD
Price Survey	DL
Training Attendees Name:	Date:
	<u> </u>
VIDCINIA WIC DDOCDAM DETAILED AUTHODIZATION N	IOTICE
VIRGINIA WIC PROGRAM - RETAILER AUTHORIZATION N	TOTICE
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WIC Earns, 207